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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

MARICHU JEFFRIES, on behalf of
herself and all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

THE MEADOWS AT COUNTRY PLACE,
LLC; and DOES 1-100,

Defendants.

Case No. 23CV003530

**[PROPOSED] ORDER GRANTING
PLAINTIFF MARICHU JEFFRIES’
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: January 17, 2025
Time: 9:00 a.m.
Dept.: 22

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Marichu Jeffries has applied to this Court for an
4 order finally approving the settlement of the Action in accordance with the Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and
7 conditions set forth therein. The Court has read and considered the Memorandum of Points and
8 Authorities in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action
9 Settlement, and the declarations submitted therewith. For purposes of this Order, the Court adopts
10 all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement and Plaintiff’s motion for final approval
13 and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Court has jurisdiction over the claims of the Class Members asserted in this
15 proceeding and over all parties to the proceeding.

16 2. The “Class” or “Class Members” are defined to include: “All current and former
17 non-exempt employees who worked for Defendant The Meadows at Country Place, LLC in
18 California during the Class Period.” The Class Period is June 21, 2019, through April 20, 2024.

19 3. The “Aggrieved Employees” are defined to include: “All current and former non-
20 exempt employees who worked for Defendant The Meadows at Country Place, LLC in California
21 during the PAGA Period.” The PAGA Period is June 12, 2022, through April 20, 2024.

22 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
23 Court Approval (“Class Notice”) was mailed by first-class U.S. mail to all Class Members in
24 English and Spanish. The Class Notice informed the Class of the material terms of the settlement,
25 of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request
26 exclusion from the settlement, of their right to comment upon or object to the settlement and to
27 appear in person or through counsel at the Final Approval Hearing and of the date set for the Final
28 Approval Hearing. Adequate periods of time were provided by each of these procedures.

1 5. In response to the Class Notice, no member of the Class submitted a written
2 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
3 members of the Class requested to be excluded from the settlement. No member of the Class
4 submitted a dispute regarding the number of workweeks credited to him or her.

5 **III. ORDER**

6 The Court having considered the papers submitted in support of the motion for preliminary
7 approval, HEREBY ORDERS THE FOLLOWING:

8 1. The Court finds that the applicable requirements of California Code of Civil
9 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
10 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
11 of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

12 2. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the settlement based on the Class Members' response. The Court finds and
15 determines that the Class Notice was the best notice practicable under the circumstances, and
16 satisfied the requirements of law and due process.

17 3. The Court further finds and determines that the terms of the settlement are fair,
18 reasonable and adequate to the Class and to each Class Member.

19 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
20 The Court finds that it appears that the settlement was reached as a result of informed and non-
21 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
22 it appears that the Parties conducted extensive investigation, research, and discovery and that their
23 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
24 settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
25 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
26 considered the absence of objections to and requests for exclusion from the settlement, reviewed
27 the monetary recovery provided as part of the settlement, and recognizes the significant value
28 accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the

1 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
2 reasonable, and directs the Parties to effectuate the settlement according to its terms.

3 5. A full opportunity has been afforded to the Class Members to participate in the
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
5 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
6 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
7 valid and timely Request for Exclusion from the Settlement (“Participating Class Members”) are
8 bound by this Order.

9 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
10 Members will release: “[a]ll claims that were asserted in the Action, or that arise from or could
11 have been asserted based on any of the facts, circumstances, transactions, events, occurrences,
12 acts, disclosures, statements, omissions or failures to act alleged in Plaintiff’s Complaint,
13 regardless of whether such claims arise under federal, state and/or local law, statute, ordinance,
14 regulation, common law, or other source of law, during the Class Period. This release specifically
15 includes, but are not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,
16 1194, 1194.2, 1197, and the related IWC Wage Orders and Business & Professions Code §§
17 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage
18 Order provisions) and all other claims, such as those under the California Labor Code, Wage
19 Orders, regulations, and/or other provisions of law, that could have been pleaded based on the
20 facts asserted in the Action, including: (1) failure to pay all straight time wages; (2) failure to pay
21 overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to
22 provide accurate itemized wage statements; (6) failure to timely pay employees upon separation
23 or discharge; (7) all related violations of California’s unfair competition law; and (8) interest,
24 fees, and costs (“Released Class Claims”). The enumeration of these specific statutes shall neither
25 enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action
26 or could have been asserted in the Action based on the facts and circumstances alleged in any
27 Complaint on file in the Action. The release as to these claims will be deemed effective when
28 Defendant funds the settlement.”

1 7. In exchange for the PAGA Payment, Plaintiff, or such other designee who has
2 properly exhausted administrative requirements, acting in the capacity of a representative of the
3 State of California, and on behalf of the group of Aggrieved Employees, shall agree to release:
4 “any and all claims for civil penalties that could have been asserted by the Labor Commissioner
5 against Defendant under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, *et seq.* to
6 the extent such claims are predicated on claims made or that could have been made based on the
7 facts and circumstances alleged in the Complaint and Plaintiff’s notice to the LWDA, including
8 Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and
9 the related IWC Wage Orders. The release as to these claims will be deemed effective when
10 Defendant funds the settlement.”

11 8. The Court hereby confirms David Mara and Matthew Crawford of Mara Law Firm,
12 PC, as Class Counsel in this action.

13 9. The Court hereby confirms Plaintiff Marichu Jeffries as the Class Representative
14 in this action.

15 10. The Court finds and determines that the individual settlement payments provided
16 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
17 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
18 amounts be made to the Participating Class Members in accordance with the terms of the
19 Settlement Agreement.

20 11. The Court finds and determines the Class Representative Enhancement Payment in
21 the sum of \$2,500 to Plaintiff Marichu Jeffries is fair and reasonable. The Court hereby orders
22 the Settlement Administrator to make the payment to the Plaintiff/Class Representative Marichu
23 Jeffries in the amount of \$2,500 for the Class Representative Enhancement Payment in
24 accordance with the terms of the Settlement Agreement.

25 12. The Court finds and determines that the payment to the Settlement Administrator,
26 Apex Class Action LLC, in the sum of \$5,000 for its fee and expenses incurred and to be incurred
27 for the notice and settlement administration process is fair and reasonable. The Court hereby
28 orders the Settlement Administrator to make payment to itself in the amount of \$5,000 for

Administration Costs in accordance with the terms of the Settlement Agreement.

13. Pursuant to the terms of the settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of \$60,000 and a Cost Award of \$26,444.64 to Class Counsel. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class Counsel in the amount of \$60,000 for attorneys' fees and \$26,444.64 for litigation expenses in accordance with the terms of the Settlement Agreement.

14. The Court finds and determines that the payment to the Labor and Workforce Development Agency ("PAGA Payment"), in the sum of \$1,500 (which is 75% of \$2,000 allocated to claims under the Private Attorneys General Act of 2004, is fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of \$1,500 for the PAGA payment in accordance with the terms of the Settlement Agreement. The Court further orders that the remaining amount of \$500 be distributed to Aggrieved Employees in accordance with the terms of the Settlement Agreement.

15. The remaining Net Settlement Amount of \$84,055.36 shall be distributed by the Settlement Administrator to the Participating Class Members in the manner specified in the Settlement Agreement.

16. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

17. The Court finds and determines that the release contained in the Settlement Agreement is appropriate and shall bind all Participating Class Members.

18. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final Approval Order and Judgment, including the requirement that Defendant make payments to Participating Class Members in accordance with the Settlement Agreement.

19. The Court finds and determines that nothing in the Settlement Agreement or this Final Approval Order and Judgment (1) is intended or will be construed as an admission of

1 liability or wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other
2 than solely in connection with this settlement).

3 20. The Court hereby enters final judgment in this action in accordance with the terms
4 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
5 Judgment.

6 21. The Court sets a Settlement Compliance Hearing for November 7, 2025 at 10:30
7 a.m. in Department 22. This is to confirm that distribution efforts are fully completed, including
8 the distribution of uncashed Participating Class Member checks to the *cy pres* recipient, Legal
9 Aid at Work, that the Administrator's work is complete, and that the Court's file thus may be
10 closed. All supporting papers must be filed at least 15 days before the Settlement Compliance
11 Hearing.

12 22. The Parties shall bear their own costs and attorneys' fees except as otherwise
13 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

14 23. Without affecting the finality of this Final Approval Order and Judgment in any
15 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
16 implementation, effectuation and enforcement of this order and the Settlement.

17
18 **IT IS SO ORDERED.**

19 Dated: _____, 2025

By _____
Honorable Lauri A. Damrell
Sacramento Superior Court Judge